

## MENTORING IN REMOTE AREAS

### THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE MONTANA UNIFORM ARBITRATION ACT

#### 1. **PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **Mountain Peaks, Inc.** (CONTRACTOR) enter into this Contract (**03-030-JCD**). The parties names, addresses, telephone numbers, and Federal Employee Identification Number (Contractor only) is as follows:

Montana Department of Corrections  
Juvenile Corrections Division  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

***Mountain Peaks, Inc.***  
***Suite 1***  
***922 First Ave. North***  
***Great Falls, MT 59401***  
***406-453-6784***

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

#### 2. **DUTIES/RESPONSIBILITIES OF CONTRACTOR**

##### **2.1 Background**

Youth committed to DEPARTMENT for placement at Pine Hills Youth Correctional Facility in Miles City or Riverside Youth Correctional Facility in Boulder need follow up placements in the community. Youth completing their defined course of treatment (i.e. Sex Offender Treatment, Chemical Dependency Treatment or other Cognitive Restructuring Therapy) are most desirably placed in or near their home community.

Many of the youth placed in these facilities are from remote areas of Montana. DEPARTMENT expects CONTRACTOR to serve approximately 50 youth per year, but does not guarantee a minimum or maximum number of youth.

Juvenile Parole Officers employed by DEPARTMENT will provide formal supervision for youth served under this project. The assigned Juvenile Parole Officer will use input from other team members to make case decisions.

**NOW THEREFORE, CONTRACTOR agrees to provide the following services:**

- A. In order to provide the most advantageous Parole supervision, CONTRACTOR must identify, train, and supervise contracted community members (Mentors) to provide mentoring, as needed, to these youth. Mentors must live in the community where the youth being mentored is placed and, as needed, shall:
  - 1) Serve remote areas of the state;
  - 2) Comply with ACA training standards for juvenile aftercare;
  - 3) Coordinate with assigned Juvenile Parole Officers to assure consistency of supervision goals and methods; and

- 4) Cooperate with members of a support system made up of individuals within the community. All members must be familiar with the case and be able to communicate openly with other members of the support group regarding the case and the youth's participation in ongoing programming, as deemed necessary.

Members of this support system must include a Juvenile Parole Officer, a Law Enforcement Officer, a therapist, and foster family individuals. Members may also include education staff, religious community representatives, youth organization representatives, mentors, victim advocates, or representatives and other appropriately involved individuals.

B. Manage the total project by providing the following components, in accordance with DEPARTMENT policies and procedures:

- a) Recruit, hire, and train Mentors in each youth-placed community and perform criminal and child abuse registry checks on each Mentor before hiring. Training must include Cognitive Restructuring approach and gender specific issues;
- b) Use Cognitive Restructuring approach with youth; and
- c) Coordinate placement and treatment plans with designated Juvenile Corrections Division personnel in secure facilities and in communities.
  - i) Mentoring officers will communicate with all members of the team and continually inform the assigned parole officer of developments in the case.
  - ii) Mentoring officers will be available to guide youth and assist youth in accessing services – reminding of appointments, transporting when necessary and following up with collateral contacts.
  - iii) Mentoring officers will facilitate implementation of activities, as prioritized by community support teams, including therapeutic needs, leisure recreation, and educational and vocational activities.
- d) Submit annual reports to DEPARTMENT that identifies:
  - i) Number of youth served;
  - ii) Community of residence;
  - iii) Outcome:
    1. Return to secure care;
    2. Step up to transition;
    3. Mental health placement;
    4. Job;
    5. School;
    6. Family reunification;
    7. Restitution paid; or
    8. Victim/offender mediation completed.

### **3. COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR, for successful delivery of services provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR **\$7,661.25 per month**, not to exceed ninety-one thousand, nine hundred thirty-five and no/100 dollars (\$91,935.00) annually, for Salary and Fringe Benefits for a Program Director and Regional staff in Bozeman and Malta.
- B. DEPARTMENT shall additionally pay CONTRACTOR for [documented and DEPARTMENT approved] Mentor wages and mileage (\$.35/mile) and youth activity costs, not to exceed one hundred six thousand, six hundred forty and no/100 dollars (\$106,640.00) annually.
- C. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice for services/costs provided in accordance with this Contract.
- D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

### **4. AGENCY ASSISTANCE**

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison does not allow wireless phones within facility).

### **5. TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final Contract signature and shall terminate on April 30, 2004, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of three (3) additional years.

Price increases may be permitted at the time of Contract renewal through a process of negotiation with CONTRACTOR and DEPARTMENT. Any price increases must be based on demonstrated industry-wide or regional increases in CONTRACTOR'S costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

### **6. LIAISONS AND NOTICE**

- A. Karen Duncan, PO Box 201301, 1539 Eleventh Ave. Helena, MT 59620-1301, or successor serves as DEPARTMENT'S liaison.
- B. Jeff Mangan, Mountain Peaks, Inc., 922 First Ave. North, Suite 1, Great Falls, MT 59401, or successor serves as CONTRACTOR'S liaison.

- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

## **7. OWNERSHIP AND PUBLICATION OF MATERIALS**

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

## **8. CONTRACT PERFORMANCE SECURITY**

Contract performance security in the form of a Letter of Credit (#40) in the amount of \$49,500 (forty-nine thousand five hundred and 00/100 dollars) has been received by the State Procurement Bureau, PO Box 200135, Helena, MT 59620-0135. All contract performance security, except bonds, will be returned to CONTRACTOR after successful completion of the contract. This security must remain in effect for the entire contract period.

## **9. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

## **10. HOLD HARMLESS AND INDEMNIFICATION**

- A. CONTRACTOR agrees that he is financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.
- B. CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **11. INSURANCE**

**General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by CONTRACTOR.

**Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

## **12. ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA).

CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

**13. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a “trade secret” as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

**14. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

**15. AMENDMENTS**

All amendments to this Contract shall be in writing and signed by the parties.

**16. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

**17. TERMINATION AND DEFAULT**

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party’s pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

**18. CHOICE OF LAW AND VENUE**

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

**19. LICENSURE**

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

**20. ARBITRATION**

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

**21. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

**22. SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

**23. SCOPE AND INTERPRETATION**

This contract consists of twenty-four sections, the Contractor's complete response to RFP03-602P, and RFP03-602P, as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor, the order of precedence of document interpretation is in the same order.

**24. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11<sup>th</sup> Avenue, Helena, MT 59620-1301.

**SIGNATURES**

**DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Steve Gibson, Administrator  
Juvenile Corrections Division

\_\_\_\_\_  
Jeff Mangan, President/CEO  
Mountain Peaks, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for Legal Content by:

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Penny Moon, Contracts Officer  
State Procurement Bureau

\_\_\_\_\_  
Date



**CONTRACT AMENDMENT**  
**CONTRACT #03-030-JCD**

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Mountain Peaks, Inc.** (CONTRACTOR) and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 5, 2003 and Section 21 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend **Section 3** of the Contract as follows (**new language underlined, old language interlined**):

**3. COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR, for successful delivery of services provided pursuant to Section 2, in the following manner:

- F. DEPARTMENT shall pay CONTRACTOR **\$7,661.25 per month**, not to exceed ninety-one thousand, nine hundred thirty-five and no/100 dollars (\$91,935.00) annually, for Salary and Fringe Benefits for a Program Director and Regional staff in Bozeman and Malta.
- G. DEPARTMENT shall additionally pay CONTRACTOR for [documented and DEPARTMENT approved] Mentor wages and mileage (\$.35/mile) and youth activity costs, not to exceed one hundred six thousand, six hundred forty and no/100 dollars (\$106,640.00) annually.
  - i. Further, DEPARTMENT agrees to pay CONTRACTOR eight hundred eighty dollars (\$880.00) per youth, per month (prorated for partial months) for providing the contracted services to youth **that do not qualify** for compensation under the grant funding guidelines applicable to this contract.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Steve Gibson, Administrator  
Juvenile Corrections Division

\_\_\_\_\_  
Jeff Mangan, President/CEO  
Mountain Peaks, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved for Legal Content by:**

**Approved as to form:**

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Penny Moon, Contracts Officer  
State Procurement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACT AMENDMENT**  
**CONTRACT #03-030-JCD**

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Mountain Peaks, Inc.** (CONTRACTOR) Suite 1, 922 First Avenue North, Great Falls MT 59401 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 5, 2003 and Section 21 provides that the parties may modify their agreement in writing: and

WHEREAS, the Contract expired on April 30, 2004 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**3.     COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR, for successful delivery of services provided pursuant to Section 2, in the following manner:

H.     DEPARTMENT shall pay CONTRACTOR **\$7,661.25 per month**, not to exceed ninety-one thousand, nine hundred thirty-five and no/100 dollars (\$91,935.00) annually, for Salary and Fringe Benefits for a Program Director and Regional staff in ~~Bozeman~~ Helena and ~~Malta~~ Missoula.

**5.     TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final Contract signature and shall terminate on April 30, ~~2004~~ 2005, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~three (3)~~ two (2) additional years.

Price increases may be permitted at the time of Contract renewal through a process of negotiation with CONTRACTOR and DEPARTMENT. Any price increases must be based on demonstrated industry-wide or regional increases in CONTRACTOR'S costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Steve Gibson, Administrator  
Juvenile Corrections Division

\_\_\_\_\_  
Jeff Mangan, President/CEO  
Mountain Peaks, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved for Legal Content by:**

**Approved as to form:**

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Penny Moon, Contracts Officer  
State Procurement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACT AMENDMENT**  
**CONTRACT #03-030-JCD**

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Mountain Peaks, Inc.** (CONTRACTOR) Suite 1, 922 First Avenue, Great Falls Montana 59401 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 5, 2003 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on April 30, 2005 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**5. TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final Contract signature and shall terminate on April 30, ~~2005~~ 2006, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~two (2)~~ one (1) additional years.

Price increases may be permitted at the time of Contract renewal through a process of negotiation with CONTRACTOR and DEPARTMENT. Any price increases must be based on demonstrated industry-wide or regional increases in CONTRACTOR'S costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Steve Gibson, Administrator  
Youth Services Division

\_\_\_\_\_  
Jeff Mangan, President/CEO  
Mountain Peaks, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved for Legal Content by:**

**Approved as to form:**

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Penny Moon, Contracts Officer  
State Procurement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACT AMENDMENT**  
**CONTRACT #03-030-JCD**

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Mountain Peaks, Inc.** (CONTRACTOR) Suite 1, 922 First Avenue, Great Falls Montana 59401 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of June 5, 2003 and Section 21 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on April 30, 2006 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

**3. COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR, for successful delivery of services provided pursuant to Section 2, in the following manner:

- I. DEPARTMENT shall pay CONTRACTOR ~~\$7,661.25~~ **\$7,814.48 per month**, not to exceed ~~ninety-one thousand, nine hundred thirty five and no/100 dollars (\$91,935.00)~~ ninety-three thousand, seven hundred seventy three and 76/100 dollars (\$93,773.76) annually, for Salary and Fringe Benefits for a Program Director and Regional staff in Helena and Missoula.
- J. DEPARTMENT shall additionally pay CONTRACTOR for [documented and DEPARTMENT approved] Mentor wages and mileage ~~(\$.35/mile)~~ **(\$.405/mile)** and youth activity costs, not to exceed ~~one hundred six thousand, six hundred forty and no/100 dollars (\$106,640.00)~~ **one hundred eight thousand, seven hundred seventy two and 80/100 dollars (\$108,772.80)** annually.
  - ii. Further, DEPARTMENT agrees to pay CONTRACTOR ~~eight hundred eighty dollars (\$880.00)~~ **eight hundred ninety seven and 60/100 dollars (\$897.60)** per youth, per month (prorated for partial months) for providing the contracted services to youth **that do not qualify** for compensation under the grant funding guidelines applicable to this contract.
- K. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice for services/costs provided in accordance with this Contract.
- L. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- M. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

**DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Steve Gibson, Administrator  
Youth Services Division

\_\_\_\_\_  
Jeff Mangan, President/CEO  
Mountain Peaks, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved for Legal Content by:**

**Approved as to form:**

\_\_\_\_\_  
Legal Counsel  
Department of Corrections

\_\_\_\_\_  
Penny Moon, Contracts Officer  
State Procurement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date